

**NAPA COUNTY AGREEMENT NO. 200176B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 200176B is effective as of the 1st day of February, 2024, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “**COUNTY**” and **LOCUMTENENS.COM**, a Georgia limited liability company, hereinafter referred to as **CONTRACTOR**.” **COUNTY** and **CONTRACTOR** may be referred to below collectively as “**Parties**” and individually as “**Party**.”

RECITALS

WHEREAS, on or about November 12, 2019, **COUNTY** and **CONTRACTOR** entered into Napa County Agreement No. 200176B for **CONTRACTOR** to provide licensed psychiatric services for the mental health programs of **COUNTY**’S Health and Human Services Agency; and

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement in order to increase the contract maximum and replace Exhibit B with Exhibit B-1 (Compensation), to include the implementation of more psychiatric recruits for the medication clinic; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to replace Exhibit A with Exhibit A-1 (Scope of Work), replace Exhibit B-1 with Exhibit B-2 (Compensation), and modify Specific Term and Condition 3.4 to extend the Agreement through June 30, 2029.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Exhibit A is hereby replaced with “Exhibit A-1” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-1” commencing as of the effective date of this Amendment No. 2.
2. Exhibit B-1 is hereby replaced with “Exhibit B-2” attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit “B-1” shall refer to “Exhibit B-2” commencing as of the effective date of this Amendment No. 2.
3. Specific Term and Condition 3.4 is hereby modified to read as follows:
3.4 Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 and shall terminate on **June 30, 2029**, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then-current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

4. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 200176B as of the date first written above.

LOCUMTENENS.COM

By 
 JEANNIE SMITH
 Associate Vice President

By 
 LESLIE KURTZ
 Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 JOELLE GALLAGHER
 Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Jo Ann Iwasaki Parker</i> Deputy C.C. by e-signature</p> <p>Date: March 8, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1

SCOPE OF WORK

March 4, 2024 – June 30, 2024

(and each subsequent automatic renewal, terminating no later than June 30, 2029)

I. LOCUM TENENS SERVICES

- A. Introduction. CONTRACTOR shall provide physician(s) ("LOCUM TENENS PHYSICIAN") currently licensed by the State of California, under contract with CONTRACTOR, to provide psychiatric services on a locum tenens basis for COUNTY's Health and Human Services Agency ("HHS") programs.
- B. Hours. The psychiatrist(s) provided shall provide HHS with a maximum 40 hours per week of contract services as a LOCUM TENENS PHYSICIAN.
- C. Description of Locum Tenens Services.
1. The locum tenens psychiatrist shall provide direct psychiatric services to clients of HHS's mental health units. These services may be in the form of 1:1 meetings with clients, group sessions, treatment planning, case conferences, documentation, or other activities, as determined by the needs of the clients and the programs to which they are assigned. The type of services to be provided and the manner of their provision may change from time to time during the term of this Agreement.
 2. These services shall be provided in a multidisciplinary clinic model, which calls for close collaboration among the participating psychiatrists and with other licensed and unlicensed staff.
 3. All locum tenens psychiatrist services shall be provided in accordance with the community standard of care. These services will be monitored through various HHS systems, including those relating to utilization management, quality control, risk management, accreditation, and psychiatric standards of practice.
 4. All locum tenens psychiatrists provided may be called upon to participate in a mental health care committee, formal medical staff meetings, or other processes either within the agency or through a local health care institution, in order to provide a vehicle for ongoing credentialing, privileging, oversight, and monitoring of standards of practice.
 5. Medication Assisted Treatment (MAT) locum tenens psychiatrists works under the supervision of the Medical Director and provides oversight of all patients in the MAT Program and other patients with co-occurring disorders, assessing, and consulting including prescribing approved medications such as but not limited to Suboxone, Sublocade, and Vivitrol. Other duties and responsibilities are working closely with

the assigned nurse/other staff, reviewing MAT referrals, initiating and monitoring of induction/withdrawal phase and evaluation of maintenance phase. The locum must also comply with the required annual training of five (5) CME hours in Addiction Medicine.

6. Because HHSA is the provider of last resort for many of its clients and is legally obligated to serve them, all locum tenens psychiatrists must be willing to serve the agency's clients within the treatment modalities offered through the agency's services. The only restrictions that a locum tenens psychiatrist may unilaterally impose on the provision of services to clients are those allowed under the written policies and procedures of HHSA, including the policy relating to the management of "high risk clients."
7. Locum tenens psychiatrists shall conduct themselves in accordance with applicable standards of practice established by the community standard of care; applicable federal and state laws and regulations; the requirements of state licensure and DEA certification and all applicable policies and procedures of HHSA. Without limiting the aforementioned standards of practice, the locum tenens psychiatrist(s) provided by CONTRACTOR shall, when providing services under this Agreement, abide by the same rules of professional conduct applicable to other HHSA contractors and employees. These include basic rules of courtesy when dealing with clients, other contractors, agency employees, and the public, the need to be supportive and positive when collaborating with agency staff, and the need to keep the best interests of the agency's clients and the public as the primary objective in the provision of contract services.

D. Physician Licensure and HHSA Credentialing. Prior to and as a condition to the commencement of any locum tenens assignment, CONTRACTOR shall provide HHSA with copies of current California licensure as a physician for each locum tenens psychiatrist who CONTRACTOR provides to COUNTY, as well as certification from the Drug Enforcement Administration and such other credentialing information as HHSA may from time to time request. Any failure by CONTRACTOR to provide HHSA with timely copies of all documentation required for HHSA credentialing may result in CONTRACTOR's forfeiture of the assignment and the annulment of any HHSA acceptance of that assignment. HHSA shall have the discretion of defining for CONTRACTOR what is meant by a "timely" delivery of credentialing documentation and HHSA reserves the right to cancel the agreement for an assignment if CONTRACTOR does not meet that standard.

E. Reassignment.

1. If CONTRACTOR presents a locum tenens psychiatrist to COUNTY in writing, and within the two years following (a) that written presentation or (b) the cessation of that psychiatrist's locum tenens services to COUNTY as set forth hereunder, whichever date is later, and also provided that said services actually commenced prior to the termination or expiration of this Agreement, COUNTY shall stipulate that such services shall have been arranged through CONTRACTOR. If services of

the locum tenens psychiatrist are not arranged through CONTRACTOR, CONTRACTOR will consider COUNTY's use of the locum tenens psychiatrist's services as a "Reassignment," in which case (E) (2) will be applicable in its entirety. It is understood that CONTRACTOR is solely attributable for the introduction of the locum tenens psychiatrist to COUNTY unless COUNTY notifies CONTRACTOR within 48 hours of such introduction of COUNTY's prior knowledge of the locum tenens psychiatrist's availability. Should COUNTY directly refer the locum tenens psychiatrist to an affiliated organization for either permanent or locum tenens coverage, COUNTY will be billed for services rendered pursuant to this (E)(1) or (2), as applicable.

2. COUNTY agrees to pay CONTRACTOR a reassignment fee in the event that a locum tenens psychiatrist's curriculum vitae is presented in writing by CONTRACTOR to COUNTY and the psychiatrist becomes a permanent employee of COUNTY within two (2) years (a) after such written presentation or (b) after the psychiatrist ceases to provide services to COUNTY under this Agreement, provided that any such employment commences prior to the termination or expiration of this Agreement. The amount of the reassignment fee shall be the same as the recruitment fee. Fees for locum tenens services, as provided herein, shall continue only until such time as the reassignment fee is paid in full, at which time COUNTY's obligation to pay CONTRACTOR the locum tenens fees shall cease. For the purposes of this provision, an affiliate of COUNTY includes, but is not limited to, any organization or person that has any form of direct business relationship with COUNTY or any successor to COUNTY'S business. COUNTY will not share or distribute credentials of any locum tenens psychiatrist or potential locum tenens psychiatrist with or to any third party without prior written authorization of CONTRACTOR. This Section E(1)(Reassignment) shall apply only to those locum tenens psychiatrists whom CONTRACTOR presents to COUNTY on or after January 2, 2008.

II. RECRUITMENT SERVICES FOR LOCUM PLACEMENT

CONTRACTOR shall provide COUNTY with the following recruitment services:

- A. Introduction. CONTRACTOR shall recruit a Staff Psychiatrist for HHSA. CONTRACTOR shall provide a candidate who is a physician currently licensed by the State of California or who is licensable within the State of California, to engage in the practice of medicine. CONTRACTOR will provide a physician who has completed all residency and other training necessary to practice as a psychiatrist in this state.
- B. Responsibilities of Parties. CONTRACTOR shall identify and recruit qualified candidates who meet the minimum qualifications as established by COUNTY. COUNTY shall arrange interviews with candidates and will advance timely offers for the candidates whom COUNTY wishes to engage. COUNTY and CONTRACTOR acknowledge that this is not an exclusive agreement to provide placement services.

C. Reassignment.

1. If CONTRACTOR presents a staff psychiatrist to COUNTY in writing, and within the two years following (a) that presentation or (b) the cessation of that staff psychiatrist's services to COUNTY as set forth hereunder, whichever date is the later, and also provided that said services actually commenced prior to the termination or expiration of this Agreement, COUNTY shall stipulate that such services shall have been arranged through CONTRACTOR. If services of the staff psychiatrist as a locum tenens psychiatrist are not arranged through CONTRACTOR, CONTRACTOR shall consider COUNTY'S use of CONTRACTOR'S Staff Psychiatrist's services as a "REASSIGNMENT," in which case B(2) below will be applicable in its entirety. It is understood that CONTRACTOR is solely attributable for the introduction of a CONTRACTOR'S Staff Psychiatrist to COUNTY, unless COUNTY notifies CONTRACTOR within 48 hours of an introduction that COUNTY has prior knowledge of the availability of the CONTRACTOR's Staff Psychiatrist. Should COUNTY directly refer a CONTRACTOR's Staff Psychiatrist to an affiliated organization for either permanent or Locum Tenens coverage, COUNTY will be billed for services rendered pursuant to this B(1) or (2) as applicable.
2. COUNTY agrees to pay CONTRACTOR a reassignment fee for the reassignment of each CONTRACTOR's Staff Psychiatrist presented to COUNTY or any organization affiliated with COUNTY who becomes a permanent employee of COUNTY within two (2) years (a) after such presentation or (b) after such CONTRACTOR'S Staff Psychiatrist ceases to provide services to COUNTY under this Agreement, provided such employment commences prior to termination or expiration of this Agreement. The amount of the Reassignment Fee shall be equal to the Placement Fee recited in Exhibit B of this Agreement. All fees for Locum Tenens services, as provided herein, shall continue only until such time as the reassignment fee is paid in full, at which time the locum tenens fees shall cease. The reassignment fee is due only in cases in which CONTRACTOR's Staff Psychiatrist actually provided services to COUNTY or the curriculum vitae of the psychiatrist was made available in writing to COUNTY by CONTRACTOR prior to the termination or expiration of this Agreement. For the purposes of this section, an affiliate of COUNTY includes, but is not limited to, any organization or person that has any form of direct business relationship with COUNTY or any successor to COUNTY's business. COUNTY shall not share or distribute credentials of any of CONTRACTOR's Staff Psychiatrists with or to any third party without prior written authorization of CONTRACTOR, except as required by statute or court order. This Section B (Reassignment) shall apply only to those Staff Psychiatrists whom CONTRACTOR presents to COUNTY on or after January 2, 2008.

- D. Licensure, Etc. CONTRACTOR shall provide COUNTY with copies of LOCUM TENENS PHYSICIAN candidate's (Provider's) current California licensure as a physician, certification from the Drug Enforcement Administration, and the candidate's curriculum vitae, along with other such credentialing information that COUNTY may

request. CONTRACTOR shall provide COUNTY with three (3) written professional references of the candidate prior to an offer of employment.

EXHIBIT B-2
COMPENSATION

March 4, 2024 through June 30, 2024
(and each subsequent automatic renewal, terminating no later than June 30, 2029)

1. Payment Provision: COUNTY shall compensate CONTRACTOR at the all-inclusive hourly rate specified herein for locum tenens services actually provided, not to exceed the contract maximum identified on Page one (1) of the Agreement. The hourly rate is based on a minimum of eight (8) work hours per regular workday.

The daily rate for locum tenens services shall be as follows:

<u>Locum Tenens Service Description:</u>	<u>Hourly Rate</u>
Adult Psychiatrist	Up to \$320.00/hr
Adult MAT Psychiatrist	Up to \$325.00/hr
Child Psychiatrist	Up to \$330.00/hr
On Site Nurse Practitioner	Up to \$170.00/hr

CONTRACTOR shall submit claims as described in Paragraph 2.4(a) of the General Terms and Conditions. All claims submitted for reimbursement of locum tenens services shall be accompanied by an itemized record of time worked, approved by the COUNTY Mental Health Director or designee.

CONTRACTOR and its agents shall be solely responsible for all travel, lodging, and other expenses incurred as a result of the provision of services under this agreement.

2. Placement Fee. The placement fee for recruitment services shall be \$45,000.00. All fees are due and payable to CONTRACTOR upon working agreement reached between COUNTY and a candidate of CONTRACTOR. COUNTY shall notify CONTRACTOR within five (5) business days after reaching a working agreement with any candidate identified by CONTRACTOR.
3. Refund Amount. If a physician leaves prior to six (6) months, CONTRACTOR shall refund the entire placement fee or recruit a replacement candidate within ninety (90) days for no additional charge.